



COMMERCIAL MOTOR INSURANCE

Policy Wording



Contents

Section	Page
Introduction	3
Your Policy	4
Definitions	5
Guidance When Making a Claim	7
Cover Provided	8
Section 1 - Loss or Damage to the Insured Vehicle	9
Section 2 - Liability to Third Parties	11
Section 3 - Trailers	13
Section 4 - Special Provisions	14
Section 5 - General Exclusions	16
Section 6 - General Conditions	18
Complaints Procedure	21
Customer Information	22

Introduction

Welcome to Amet Insurance and thank you for choosing Us. Your Policy is brought to you by Amet Insurance Solutions Limited on behalf of Your Insurer (i.e. Liberty Seguros, Compania de Seguros Y Reaseguros, S.A, trading as Liberty Insurance).

Your Policy is underwritten by Us on behalf of Your Insurer, Liberty Insurance. We are the Insurer's underwriting agent. This means we have authority to issue your Policy to you and take other Policy actions on the Insurer's behalf.

Your Policy (including the Policy Schedule, Endorsements, Clauses and Certificates of Motor Insurance) is evidence of a legal contract and these documents should be kept in a safe place.

We are happy to provide duplicates if You mislay any part of Your Policy documentation.

Please read the Policy carefully and if they do not meet Your requirements please contact Us or Your insurance intermediary immediately.

Your Policy

This Policy is a contract between You (also referred to as the Policyholder, You or Your) and the Insurers, Liberty Seguros, Compañía de Seguros Y Reaseguros, S.A, trading as Liberty Insurance.

This Policy and any Policy Schedule, Endorsements, Clauses and Certificate of Motor Insurance should be read as if they are one document.

Our acceptance of this risk and the premium calculated is based on the information presented to Us being a fair presentation of Your risk to be insured including any unusual or special circumstances which increase the risk and any particular concerns which You may have about Your risk and the cover required.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

We will provide the insurance described in this Policy (subject to the terms set out herein) within the Territorial Limits for the Period of Insurance shown in the Policy Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

Definitions

The words defined below, will have the same meaning wherever they appear in the Policy if they commence with a capital letter.

Accessories

- a) audio, multimedia, communications or navigation equipment, permanently fitted to the Insured Vehicle and have no independent power source,
- b) wagon sheets, tarpaulins and safety equipment for use solely in connection with the Insured Vehicle,
- c) manufacturer's tool kit, or
- d) child safety seats.

Certificate of Motor Insurance

The document which provides evidence that an insurance contract is in force and satisfies the requirements of the current road traffic legislation.

Endorsement

An amendment to the Policy and is shown in the Policy Schedule.

Excess

The first amount payable in respect of any claim for loss or damage to the Insured Vehicle and applies to each individual Insured Vehicle.

Hazardous Goods

The term Hazardous Goods means those goods covered by the following regulations;

- a) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- b) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010
- c) The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

Insured Vehicle

Any motor vehicle (including its Accessories and spare parts while thereon or if the vehicle is a Private Car while in the private garage of the Policyholder or their employee):

- a) mentioned by Description of Vehicles or Registration Number in the Certificate of Motor Insurance,
- b) mentioned by Description of Vehicles or Registration Number in the Policy Schedule,
- c) any motor vehicle which is carrying in the manner prescribed by law a Trade Plate bearing one of the Trade Plate registration numbers notified to the Insurers.

Agricultural Vehicle

An Insured Vehicle which is:

- a) a tractor,
- b) a self-propelled implement, or
- c) a motor vehicle which is exempt from or does not require Vehicle Excise Duty used solely for agricultural or forestry purposes.

Goods Carrying Vehicle

Any motor vehicle constructed and used for the carriage of goods which is not an Agricultural Vehicle.

Hire Car

Any passenger carrying motor vehicle with not more than eight passenger seats and licensed for the carriage of passengers for hire or reward.

Minibus

Any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats.

Motor Coach

Any passenger carrying motor vehicle constructed and licenced to carry more than sixteen passengers.

Motor Cycle

Any mechanically propelled:

- a) two wheeled vehicle, or
- b) three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart

with or without a sidecar or Trailer attached and not being an invalid carriage.

Private Car

Any private passenger carrying motor vehicle with not more than eight passenger seats and not more specifically defined Definition.

Insurers

Liberty Insurance, Dublin Road, Cavan, Co. Cavan, Ireland.

Period of Insurance

- a) the duration of the Policy as shown on the Certificate of Motor Insurance and any Policy Schedule, and
- b) any subsequent period for which the Insurers may accept payment of the premium for the renewal of this Policy.

Policy

The documents consisting of:

- a) this policy document,
- b) the Policy Schedule and any subsequent replacement Policy Schedule,
- c) the Certificate of Motor Insurance, and
- d) any Endorsements.

Policy Schedule

The document which describes any details specific to the Policyholder and details of the cover provided.

Policyholder / You / Your

Whoever is named in the Policy Schedule under the heading Policyholder.

Pollution and Contamination

Actual, alleged or threatened, release, discharge, escape or dispersal, of any solid, liquid, gaseous or thermal irritation contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemical or waste (including materials to be recycled/reconditioned or reclaimed).

Special Type

Any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers and not more specifically defined.

Territorial Limits

- a) Great Britain, Northern Ireland, Republic of Ireland, the Isle of Man or the Channel Islands,
- b) any other member country of the European Union,
- c) Andorra, Iceland, Norway, Serbia, Switzerland or Liechtenstein,
- d) any other country for which the Insurers agree to provide cover following a request by the Policyholder but only for the period agreed by the Insurers and for which a green card has been issued, and in the course of transit (including processes of loading and unloading) by water between any ports therein, provided that such transit shall be by any commercial carrier for a duration of not longer than 65 hours under normal conditions.

Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any legitimate government whether or not legally established.

Trade Plate

Any trade plate issued in accordance with the Regulations applicable to trade licences.

Trailer

Any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle.

Vehicle Keys

Any device used for starting the Insured Vehicle or using its locks or immobiliser.

We / Us / Our

Amet Insurance Solutions Limited

Guidance When Making a Claim

Claim Notification

Conditions that apply to the Policy and in the event of a claim are set out under Section 6 of this Policy. Please familiarise yourself with all Policy terms and conditions and any requirements.

Events that may give rise to a claim must be notified without undue delay.

Please initially notify Us of any claim by telephone. The initial claim contact number is 028 9692 3949.

When notifying a claim, please provide the following information:

- The Name, address and contact phone number[s] for You and that of the driver of the vehicle if not You
- Personal details necessary to confirm Your identity
- Policy number
- The date of the incident
- Details of the accident, loss or damage (where and how it happened)
- Information about the vehicles involved and any damage sustained
- If not a vehicle then a claim value if known
- We will ask for information about convictions so please try and have driving licence(s) available when You call
- Names, addresses and contact phone numbers of any other parties involved or responsible for the incident (including details of injuries and damage)
- Details of any witnesses and the Police or any other emergency service that was called

If We decide that an Accident Report form is required, We will send one for You to complete and return immediately to claims@ametinsurance.com.

We may also request additional information (e.g. a sketch plan, photographs or video footage). Sometimes We may wish to meet with the driver or undertake further investigations.

Claims conditions require you to provide Us with any reasonable assistance or evidence that We require.

Cover Provided

The Insurers will provide insurance within the Territorial Limits for,

- a) the Period of Insurance,
- b) classes of vehicles and
- c) the type of cover, shown in the Policy Schedule.

The Sections of the Policy applicable to each type of cover are as follows:

Comprehensive

Sections 1 to 6 inclusive

Third Party Fire and Theft

Section 1 but only in respect of loss or damage caused by fire, lightning, explosion, theft, attempted theft or the taking away of the Insured Vehicle without the consent of the Policyholder

Sections 2 to 6 inclusive

Third Party Only

Sections 2 to 6 inclusive

Section 1 - Loss or Damage to the Insured Vehicle

A Cover

1 Comprehensive Cover

If the Insured Vehicle is lost or damaged, the Insurers will indemnify the Policyholder by at their own option, repairing or replacing the Insured Vehicle or paying the amount of the loss or damage.

The Insurers liability in respect of the Insured Vehicle shall not exceed the market value immediately prior to such loss or damage or the Policyholder's estimate of value notified to the Insurers, whichever is the lesser.

The Insurers may use suitable parts not supplied by the original manufacturer.

2 New Vehicle Cover

If within one year of first registration as new, any Insured Vehicle is:

- a) stolen and not recovered, or
- b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's recommended retail price plus taxes, immediately prior to such damage, and the claim is settled as a total loss,

the Insurers will, in respect of:

- i) a Private Car or a Goods Carrying Vehicle not greater than 3.5 ton gross vehicle weight, owned and purchased as new by the Policyholder, pay for or provide a new replacement vehicle of the same make and model, if such a replacement is available.
- ii) a Private Car or a Goods Carrying Vehicle not greater than 3.5 ton gross vehicle weight, held by the Policyholder from new, under a hire purchase, leasing or contract hire agreement, pay the market value immediately prior to such total loss or the cost to settle the outstanding hire or lease amount whichever is greater.
- iii) any vehicles other than stated in i) or ii) above, pay up to a maximum amount of £5,000 above the Insured Vehicle's market value, immediately prior to such loss or damage.

Provided that

- 1) the Policyholder requests it,
- 2) any other interested party known to the Insurers consents.

The Insurers will be entitled to take possession and ownership of the lost or damaged Insured Vehicle.

3 Loss or Theft of Keys

If the Vehicle Keys are lost or stolen the Insurers will pay for the cost of replacing:

- a) the affected locks,
- b) the lock transmitter and central locking interface, or
- c) re-coding any alarm or immobiliser system used in connection with the Insured Vehicle.

B Extensions

1 Service, Repair or Parking

While the Insured Vehicle is in the custody or control of, a member of the motor trade for maintenance or repair, a hotel or restaurant car park or similar commercial organisation for parking, the following shall be inoperative:

- a) Exclusion 1 of this Section.
- b) General Exclusions A a) and A c) of Section 5.

2 Recovery and Redelivery

Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of:

- a) protection and removal of the Insured Vehicle if disabled, to the nearest competent repairers,
- b) delivery after repair or after recovery of the Insured Vehicle to the Policyholder's address, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

3 Hiring and other Agreements

If the Insurers know that the Insured Vehicle is hired, leased or loaned to the Policyholder under a hire purchase, vehicle leasing or other agreement, any payment under this Section shall be made to the owner whose receipt shall be a discharge of any claim.

4 Authority to Repair the Insured Vehicle

Following damage insured by this Policy, the Policyholder may authorise reasonable and necessary repairs to the Insured Vehicle up to the value of £1,000, provided that the Insurers are notified without undue delay.

5 Incorrect Fuelling

If the fuel tank of the Insured Vehicle is accidentally filled with the incorrect fuel, the Insurers will pay the costs of:

- a) draining the incorrect fuel and cleansing the fuel tank,
- b) rectifying any subsequent damage, inadvertently, caused to the Insured Vehicle through it being driven or moved

Provided that the Insurers have authorised the costs and shall not be liable for reimbursing the cost of:

- i) the incorrect fuel, or
- ii) for damage caused by the driving of the Insured Vehicle by anyone having knowledge that it had been incorrectly fuelled.

C Exclusions to Section 1

The Insurers shall not be liable for:

- 1 the Excess stated below of any claim for loss or damage while the Insured Vehicle is being driven by or is in the charge of any person who:
 - a) is under 21 years of age £250
 - b) is under 25 but not under 21 years of age £150
 - c) is 25 years of age or over and £150
 - i) holds a provisional licence or
 - ii) has held a full licence for less than 12 months to drive a vehicle of the same class as the Insured Vehicle.
 - d) does not hold a licence but is driving in circumstances where a licence is not required by law £150

The Excess above shall be in addition to any other Excess shown in the Policy

This Exclusion shall not apply to loss or damage

- i) caused by fire, lightning, explosion, theft or attempted theft or the taking away of an Insured Vehicle without the consent of the Policyholder.
 - ii) to the windscreen or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage.
 - iii) where the Insured Vehicle is an Agricultural Vehicle.
- 2 Loss or damage due to theft, attempted theft or taking without consent if the Insured Vehicle is:
 - a) left unlocked and unattended.
 - b) left unattended and the Vehicle Keys are left in, on or about the Insured Vehicle.
 - 3 loss of use.
 - 4 loss of value following repair or depreciation.
 - 5 any wear, tear or general maintenance.
 - 6 loss or damage caused by mechanical, electrical electronic or computer breakdowns, breakages or failures.
 - 7 loss arising from deception by a purported purchaser or his agent.
 - 8 damage to tyres caused by, application of brakes or, punctures, cuts or bursts.
 - 9 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - 10 loss or damage caused by any government, public or local authority, legally removing, keeping or destroying the Insured Vehicle.

Section 2 - Liability to Third Parties

A Cover

Sub-Section 1 - Indemnity to Policyholder

The Insurers will indemnify the Policyholder in respect of legal liability arising out of the use of, goods falling from and during the operation of loading and unloading, the Insured Vehicle and/or any Trailer and/or any one disabled mechanically propelled vehicle which is being towed by the Insured Vehicle for any purpose permitted by Your Certificate of Motor Insurance and with Your consent, including claimant's costs and expenses, for accidental

- a) death of or bodily injury to any person,
- b) loss or damage to third party property, provided that the Insurers' liability shall not exceed the amount shown in the Policy Schedule or such greater sum as may be legally required to be insured, under laws of the country in which the insured event occurs, in respect of, any one claim or number of claims arising from one cause,
- c) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising from one cause, in connection with the use of the Insured Vehicle and any attached Trailer including loading or unloading. In respect of any event which may be the subject of indemnity under this Sub-Section, the Insurers will in addition, pay with their written consent;
 - i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction.
 - ii) the costs of defence against a charge of manslaughter or causing death by dangerous or careless driving.
 - iii) costs of defence against any criminal proceedings, including costs of prosecution, awarded against the Policyholder for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 as amended from time to time.
 - iv) costs of any appeals if there is a reasonable prospect of success.
 - v) other reasonable and necessary costs and expenses incurred

The Insurers shall not pay for

- 1) proceedings arising from any deliberate or intentional, criminal act or omission.
- 2) fines or penalties of any kind.
- 3) if the Policyholder is entitled to indemnity for defence costs under any other insurance policy.

Sub-Section 2 - Other Persons Entitled to Indemnity

The Insurers will also indemnify in the terms of Sub-Section 1,

- a) any person permitted to drive the Insured Vehicle under the terms of the Certificate of Motor Insurance.
- b) any person using but not driving the Insured Vehicle for social, domestic and pleasure purposes, with the Policyholder's permission.
- c) any passenger in or getting into or out of the Insured Vehicle other than the driver.
- d)
 - i) any principal with whom the Policyholder has an agreement.
 - ii) any hirer of the Insured Vehicle other than under a hire purchase agreement and provided the Insured Vehicle is being used in accordance with the terms of the Certificate of Motor Insurance.

Provided that the Insurers shall not be liable in respect of liability arising from the act, default or neglect of the principal or the hirer or his servant or agent.

- e) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person.
- f) at the request of the Policyholder any director or employee of the Policyholder.

Sub-Section 3 - Cross Liabilities

If the Policyholder comprises more than one party, the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if a separate policy had been issued to each.

Sub-Section 4 - Unauthorised Movement of Third Party Vehicles

The Insurers will provide indemnity in the terms of this Section, in respect of, an accident caused by or through or in connection with any motor vehicle not the property of, nor hired, leased or loaned under a hire purchase, vehicle leasing agreement or other agreement to the Policyholder, moved by a person in the Policyholder's employ to facilitate the passage of an Insured Vehicle described in the Policy Schedule.

Exclusions f) and g) to Section 2 do not apply to this Sub-Section.

Sub-Section 5 - Contingency Cover

The Insurers will indemnify the Policyholder and no other person in the terms of Sub-Section 1 of this Section while any motor vehicle not the property of, nor provided by the Policyholder is being used in connection with the Policyholder's business by any person in the Policyholder's employ but the Insurers shall not be liable

- a) if there is any other insurance covering the same liability.
- b) for loss or damage to such motor vehicle.

Sub-Section 6 - Towing Disabled Vehicles

The Insurers will provide indemnity in the terms of this Section while the Insured Vehicle is being used for the purpose of towing one disabled mechanically-propelled vehicle providing that

- a) the vehicle is not towed for reward.
- b) the Insurers shall not be liable in respect of loss or damage to the towed vehicle or property being conveyed by such vehicle.

Sub-Section 7 – Maximum Amount Payable

The total amount payable by the Insurers under this Section, and any Sub Sections, in respect of, any one claim or number of claims arising from one cause, irrespective of the number of parties insured by this Policy, shall not exceed in the aggregate any stated Limits of Liability shown in the Policy Schedule.

For the purposes of any stated Limits of Liability all of the parties insured under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder.

B Exclusions to Section 2

The Insurers shall not be liable

- a) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare, by any person other than the driver or attendant of the Insured Vehicle.
- b) for death of or bodily injury to any person, arising from, and in the course of, such person's employment by the person claiming indemnity under this Section, except as is required by any road traffic legislation.
- c) to indemnify any person driving unless that person holds a valid licence to drive the Insured Vehicle or has held and is not disqualified from, holding or obtaining such a licence.
- d) to indemnify any person not driving but claiming indemnity if to his knowledge, the person driving does not hold a valid licence to drive the Insured Vehicle unless he has held and is not disqualified from, holding or obtaining such a licence.
- e) to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy.
- f) for damage to any motor vehicle in connection with which indemnity is provided by this Section.
- g) for damage to property owned by or in the custody or control of
 - i) the Policyholder or any person claiming indemnity under this Section or
 - ii) any person in the service of, the Policyholder or any person claiming indemnity under this Section, where the property is in the custody or control of that person by virtue of that service
- h) for damage to property being conveyed by the Insured Vehicle.
- i) for liability arising from
 - i) the operation as a tool of, the Insured Vehicle or attached plant
 - ii) the distribution or escape of livestock, liquids, gases or other substances (but not motor fuel, lime or fertilisers) from any Agricultural Vehicle unless such escape arises from the collision or impact of such vehicle with any object, or the overturning of such vehicle except as is required by any road traffic legislation.
- j) for any liability of whatsoever nature, directly caused by or contributed to by or arising from the Insured Vehicle, while in or on that part of any commercial or military airport, or any airfield provided for
 - i) the take-off or landing of aircraft, or the movement of aircraft on the ground,
 - ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars, except as is required by any road traffic legislation.
- k) for injury, loss or damage, directly or indirectly caused by Pollution or Contamination unless caused by a sudden, identifiable, unintended, or unexpected incident which occurs in its entirety at a specific time and place, during the Period of Insurance.
- l) for liability arising from the carriage of hazardous goods.

Exclusions c) and d) shall not apply when a licence is not required by law.

Section 3 - Trailers

A Cover

Liabilities to Third Parties

Any Trailer shall be insured in the terms of Section 2 of this Policy whilst it is attached to or connected to the Insured Vehicle.

Loss or Damage to the Trailer

Any Trailer shall be insured in the terms of this Policy as though it were an Insured Vehicle if:

- a) it is attached to a Private Car.
- b) unspecified Trailers are shown in the Policy Schedule as insured including whilst temporarily detached from or disconnected from the Insured Vehicle during the course of a journey and remains in the vicinity of an Insured Vehicle.

The cover applicable to any Trailer described in a) or b) above shall be that applying to the Insured Vehicle to which the Trailer is attached.

- c) details of the Trailer are specified in the Policy Schedule and it is attached to, detached or disconnected from the Insured Vehicle.

Contingent Liability Cover for Trailers

The Insurers will indemnify the Policyholder, in the terms of Section 2, in respect of any Trailer the property of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to the Policyholder while it is not in the custody or control of the Policyholder.

If at the time of any claim there is any other existing insurance covering the same liability, the Insurers shall not be liable to make any payment under this Policy.

B Exclusions to Section 3

The Insurers shall not be liable,

- a) for Loss or Damage to the Trailer under A Cover, paragraph b) of this Section, for Trailers with plant permanently attached while the Trailer is detached from or disconnected from the towing vehicle.
- b) if the Insured Vehicle to which a Trailer is attached is drawing a greater number of Trailers than is permitted by law.
- c) For loss or damage to the trailer under A Cover, paragraph a), any amount above £10,000.
- d) for the first £250 or Excess shown in the Policy Schedule, whichever is the greater, in respect of any theft or attempted theft claim arising when a Trailer specified in the Policy Schedule is detached from and is not within the vicinity of the towing vehicle.

This Exclusion shall not apply where such detached Trailer was in a locked garage or locked building at the time of the theft or attempted theft.

- e) for loss or damage to any fixtures, fittings or utensils carried in or on the Trailer.
- f) for loss or damage if the Trailer is a caravan.

Section 4 - Special Provisions

A Customs Duty

Provided that liability arises directly from the loss or damage insured by this Policy the Insurers will indemnify the Policyholder against liability for the enforced payment of customs duty.

B Other Charges

The Insurers will indemnify the Policyholder against General Average Contribution and Salvage and Sue and Labour charges incurred due to the transportation of the Insured Vehicle by sea.

Provided always that:

- a) such Insured Vehicle is insured for loss or damage.
- b) the contribution relates to the value of such Insured Vehicle.

C Personal Clothing and Effects

If personal clothing or effects are lost or damaged while in or on the Insured Vehicle, the Insurers will indemnify the Policyholder or if the Policyholder requests, the owner of the property, by paying in cash the amount of the loss or damage up to the amount shown in the Policy Schedule, for any one occurrence.

Provided always that:

- a) the Insured Vehicle is insured for loss or damage.
- b) the Insurers shall not be liable for
 - i) money, stamps, tickets, documents or securities, bonds, vouchers, lottery tickets.
 - ii) theft of any property carried in an open or convertible Insured Vehicle unless in a locked boot or locked compartment.

D Medical Expenses

If any occupant of the Insured Vehicle, shall in direct connection with the Insured Vehicle, sustain any bodily injury caused by accidental external means, the Insurers will at the request of the Policyholder pay medical expenses in connection with that injury up to the amount shown in the Policy Schedule for each person injured.

E Emergency Treatment

The Insurers will indemnify any person using the Insured Vehicle in respect of liability arising under road traffic legislation to pay for Emergency Treatment fees.

F Unauthorised Use

Other than as stated in General Exclusion A paragraph a) of Section 5 the Insurers will indemnify the Policyholder and no other person in the terms of this Policy, while the Insured Vehicle is being driven or used by any person without the knowledge or consent of the Policyholder for any purpose not permitted by this Policy.

G Car Sharing

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in an insured Private Car will not be regarded as constituting the carriage of passengers for hire or reward or the use of the Private Car for hiring.

Provided that:

- a) the Private Car is not constructed or adapted to carry more than eight passengers excluding the driver.
- b) the passengers are not being carried in the course of a business of carrying passengers.
- c) the total contributions received for the journey do not involve an element of profit.

H Personal Accident

The Insurers will pay the following benefits to the driver of the Insured Vehicle (or his personal representatives) in the event of an accident if the driver while in or getting into or out of the Insured Vehicle sustains bodily injury by accidental external violent and visible means which independently of any other cause and within twelve calendar months of the accident results in:

- | | |
|---|---------|
| a) Death | £10,000 |
| b) Complete and permanent loss of sight of any eye | £10,000 |
| c) Loss by severance of a limb at or above the wrist or ankle | £10,000 |

Provided that payment in respect of one accident shall not exceed £10,000.

The Insurers shall not be liable for:

- i) any person seventy-five years of age or over.
- ii) the driver sustaining such bodily injury was found to have a higher level of alcohol or drugs in his blood than is prescribed by any road traffic legislation.

I Emergency Overnight Accommodation

If as a result of loss or damage to the Insured Vehicle, insured by this Policy, the Policyholder or any other person entitled to drive is unable to reach their destination the same day, the Insurers will pay expenses for emergency accommodation, up to:

- a) a maximum of two nights, and
- b) a maximum of £100 per person per night but
- c) not more than £500 in total, per night, for all occupants of the Insured Vehicle.

Section 5 - General Exclusions

The Insurers shall not be liable for

A Use and Driving

death, injury, loss or damage occurring or liability arising from the Insured Vehicle being:

- a) used with the permission of the Policyholder or his representative for a purpose which is not permitted by the Certificate of Motor Insurance.
- b) driven by the Policyholder unless he holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence.
- c) driven with the permission of the Policyholder or his representative by any person:
 - i) who is not specified in the Certificate of Motor Insurance.
 - ii) who the Policyholder or his representative knows does not hold a licence to drive the Insured Vehicle unless he has held and is not disqualified from holding or obtaining such a licence.
- d) driven or used by any person who does not meet the terms and conditions of their driving licence.
- e) use for criminal purposes.
- f) deliberately used to cause harm, loss or damage.

But b), c) and d) shall not apply when a licence is not required by law.

B Rallies Competitions and Motor Trials

any liability arising from the Insured Vehicle being used:

- a) in a rally, competition or motor trial,
- b) on a racetrack,
- c) on a circuit,
- d) on a prepared course,
- e) on a derestricted toll road,
- f) for racing,

except as is required by any road traffic legislation.

C Contractual Liability

- a) any liability for liquidated damages, fines or penalties.
- b) any liability which attaches because of an agreement, which would not have attached in the absence of that agreement, unless the conduct and control of claims is vested in the Insurers.

D Trade Plate

death, bodily injury, loss or damage occurring, or liability arising, beyond the limits of any road while an Insured Vehicle is carrying a Trade Plate.

This Exclusion shall not apply when during the course of a journey, the motor vehicle is temporarily garaged elsewhere than in or on any premises owned by or in the occupation of the Policyholder.

E Radioactive Contamination

loss or destruction of or damage to any property, whatsoever, or any loss or expense, whatsoever, resulting or arising therefrom or any other loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c) Any weapon or other device utilizing radioactive material or radioactive matter or ionizing radiation or atomic or nuclear fusion or fusion or other like reaction.

F War

any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, except as is required by any road traffic legislation.

G Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland.

This Exclusion does not apply to Section 2.

H Terrorism

any consequence of Terrorism except as is necessary to meet the requirements of any road traffic legislation.

If the Insurers are required to indemnify the Policyholder for legal liability incurred in respect of Terrorism within the terms of any road traffic legislation for loss or damage to material property the liability of the Insurers shall not exceed

- a) the amount shown in the Policy Schedule or
 - b) such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs,
- in respect of any one claim or number of claims arising from one cause in connection with the use of the Insured Vehicle.

This Exclusion does not apply to Section 1 – Loss or Damage to the Insured Vehicle or Section 3 – Trailers, Loss or Damage to Trailers.

Section 6 - General Conditions

A Fair presentation of the risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the Policyholder's request the Policyholder must:
 - i) Disclose to the Insurers all material facts in a clear and accessible manner; and
 - ii) Not misrepresent any material facts.
- b) If the Policyholder does not comply with clause a) of this condition the Insurers may:
 - i) avoid this Policy which means that the Insurers will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Policyholder is proven by the Insurers to be deliberate or reckless in which case the Insurers will not return the premium paid by the Policyholder; and
 - ii) recover from the Policyholder any amount the Insurers have already paid for any claims including costs or expenses the Insurers have incurred.
- c) If the Policyholder does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what the Insurers would have done if the Insurers had known about the facts which the Policyholder failed to disclose or misrepresented:
 - i) if the Insurers would not have provided the Policyholder with any cover the Insurers will have the option to:
 - 1) avoid the Policy which means that the Insurers will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from the Policyholder any amount the Insurers have already paid for any claims including costs or expenses the Insurers have incurred
 - ii) if the Insurers would have applied different terms to the cover the Insurers will have the option to treat this Policy as if those different terms apply. The Insurers may recover any payments made by the Insurers on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if the Insurers would have charged the Policyholder a higher premium for providing the cover the Insurers will charge the Policyholder the additional premium which the Policyholder must pay in full.
- d) Where this policy provides cover for any person other than the Policyholder and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurers will not invoke the remedies which might otherwise have been available to the Insurers under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Policyholder.

Provided always that if the person concerned or the Policyholder acting on their behalf makes a careless misrepresentation of fact the Insurers may invoke the remedies available to the Insurers under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

B Duty to Prevent Injury Loss or Damage

The Policyholder shall take and cause to be taken all reasonable steps to prevent injury, loss or damage and shall maintain the Insured Vehicle or any Trailer in an efficient and roadworthy condition.

The Insurers shall have free access to examine the Insured Vehicle at all reasonable times.

C Claims Procedures and Requirements

- a) The Policyholder must report all accidents, claims and civil or criminal proceedings, to the Insurers in writing, without undue delay.
- b) Every letter, claim or other document relating to any accident, claim or civil proceedings must be sent to the Insurers, without undue delay and unacknowledged.
- c) No admission of liability or promise of payment may be made without the written consent of the Insurers.
- d) The Policyholder will give all information and assistance as required.

D Rights of the Insurers

- a) The Insurers are entitled to take over sole control and conduct of any claim at their discretion.
- b) The Insurers may at any time pay any limit stated in Sub-Section 1 of Section 2 less any sums already paid or incurred or pay any less amount for which any claim or claims can be settled.

The Insurers shall then relinquish the conduct and control of such claim or claims and be under no further liability except for the payment of costs and expenses incurred prior to the date of such payment.

E Other Insurances

If at the time of any claim there is any other insurance in force covering the same damage, loss or liability, the Insurers shall not be liable under this Policy, except to the extent of any excess beyond the amount payable under such other insurance.

F Right to Recover Payments

The Policyholder shall repay to the Insurers all sums paid by them because of the requirements of any law, if the Insurers would not have been liable for those payments by the terms of this Policy.

G Application of Limits of Liability

In the event of any accident involving payment to more than one person, any limitation stated by the terms of this Policy relating to the maximum amount payable, shall apply to the aggregate amount and in priority to the Policyholder.

H Declaration and Premium Adjustment

Prior to the commencement of any Period of Insurance, the Policyholder shall provide details of all Insured Vehicles and specified Trailers covered by this Policy.

The Policyholder shall provide at the declaration interval shown in the Policy Schedule, details of Insured Vehicles, all temporary vehicles and specified Trailers, acquired or disposed of and the Policyholder shall pay an additional premium or the Insurers shall pay a return premium calculated as agreed.

I Disclosure Requirement - Type of Vehicle

The Policyholder shall immediately notify to the Insurers, details of any motor vehicle the property of, hired or lent to the Policyholder, for which insurance is required under this Policy and where no valid Certificate of Motor Insurance is in force.

J Cancellation

Unless Condition A of this Section is applied, this Policy may be cancelled:

- a) by the Insurers sending seven days' notice by letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department for the Environment for Northern Ireland). The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation.
- b) by the Policyholder. The cancellation will be effective from the date of receipt by the Insurers, of the notice of cancellation. If the cancellation is during the first Period of Insurance, the Policyholder shall be entitled to a return of premium calculated using the Insurers' short period rates, otherwise a pro rata refund of premium will be allowed, provided, in all circumstances, that no claim or loss has arisen during the current period of insurance.

The short period rates are calculated using the following proportions of the annual premium.

Period up to	Proportion of annual premium charged	Proportion of annual premium returned
1 month	30%	70%
2 months	36%	64%
3 months	42%	58%
4 months	48%	52%
5 months	54%	46%
6 months	60%	40%
7 months	68%	32%
8 months	75%	25%
9 months	82%	18%
10 months	90%	10%
11 months	100%	0%
12 months	100%	0%

K Non-payment/Termination

The Insurers reserve the right to terminate the Policy in the event that there is a default in premium payments, irrespective of whether or not the premium payments are due under any external loan agreement or external payment arrangement.

L Motor Insurance Database

It is a condition that the Policyholder supplies details of all vehicles insured on the Policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database.

M Financial or Trade Sanctions

The Insurers shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Insurers may cancel that part of this Policy which is prohibited or restricted, with immediate effect, by sending written notice to the other at their last known registered address.

If the whole or any part of the Policy is cancelled the Insurers shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

N Governing Law and Jurisdiction

This Policy and any obligations arising out of or in respect of it shall be governed by the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland). Both parties may choose the law which applies to this contract to the extent permitted by those laws.

Unless the parties agree otherwise in writing the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based.

O Changes to Risk

The Policyholder shall advise the Insurers, without undue delay, after the commencement of this Policy, of any information relating to any changes in risk or material circumstances which have the potential to increase the frequency or severity of losses.

This information would include but is not limited to:

- a) any change in the Business activities of the Policyholder.
- b) any expansion of the business or vehicle schedule.
- c) any change in the use of the Insured Vehicles.
- d) any change to features or types of vehicles to be insured.
- e) any change to the driver profile, experience or history.
- f) any acquisition of, merger with or absorption by, another business entity.

The Insurers shall be entitled to impose appropriate additional terms and premium if required, with effect from the date of the alteration.

Failure to disclose such information may result in:

- i) incorrect terms being applied.
- ii) a claim being rejected or reduced.
- iii) the Policy being invalid.
- iv) cancellation of the Policy.

Complaints Procedure

Our Commitment To Customer Service

At Amet we are committed to providing all Our customers with excellent service at all times and aim to get things right first time, every time. We realise that things can go wrong occasionally and there may be times when You have felt let down by Our service. As a valued customer, You have the right to complain. We value feedback and welcome it as an opportunity to improve our service. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If You wish to contact Us by telephone regarding Your complaint, You can telephone Us at 028 9692 3949. You will not need to put Your complaint in writing unless You wish to do so. If You wish to make Your complaint in writing You can write to us at Amet Insurance Solutions Ltd, 65-67 Chichester Street, Belfast, Northern Ireland, BT1 4JD or email Us at complaints@ametinsurance.com.

In the event You wish to make a complaint in writing We ask that You include Your name, address, postcode, Policy number and/or claim number, the reason for Your complaint and any supporting documents. Please title Your correspondence "Complaint".

Step 2

Our staff will try to resolve Your complaint immediately. If this is not possible, We promise to acknowledge Your complaint in writing within one week of receipt. This acknowledgement will include the contact details of a dedicated person nominated to deal with Your complaint. In the unlikely event that We have not resolved Your complaint within four weeks of receipt, We will write and let You know why and what further action We will take.

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you have a right to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567
(free from standard landline, mobiles may be charged)
0300 1239123
(same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS), which means that You may be entitled to compensation if We cannot meet Our obligations to You. Compulsory insurance is covered for 100% of the claim, without any upper limit. Non-compulsory insurance is protected in full for the first £2,000 and then 90% of the rest of the claim without any upper limit. You can get more information at www.fscs.org.uk or by contacting the FSCS direct on 0800 678 1100 or 020 7741 4100.

Customer Information

Who we are

Amet Insurance Solutions Ltd are a Managing General Agent (MGA) registered in Northern Ireland and writing Insurance business on behalf of Liberty Insurance. We recognise that protecting personal information is very important and that you have an interest in how we collect, use and share that information.

Legal basis for processing Your information

The information You provide, or We collect is collected and processed on the basis of legitimate interests. The processing of this information is in the interests of Us and You for the purposes of Us being able to provide a quotation, process a policy, manage mid-term adjustments and handle claims.

Who is responsible for Your personal information?

Amet Insurance Solutions Limited and Liberty Insurance in Ireland are the registered 'data controllers'. This means we have responsibilities under the GDPR to protect your information. You should show this notice to anyone who may also be covered by Your insurance Policy and make sure that You have their consent to share their information with us. If You require further information regarding Liberty Insurance's Data Privacy Notice and Statement it can be viewed at www.libertyinsurance.ie/dpn.

What details do We collect and why?

We will use the information You provide, or We collect, to manage and handle Your insurance queries, applications and any Policy and related claims. This includes providing insurance for and handling claims with help from other companies including your insurer, Liberty Insurance and other companies within the Liberty Mutual Insurance Group. To provide You with products and services, We (or Our agents or subcontractors) hold information in Our systems. We may use Your personal information for Our business processes and activities including analysis, review, planning and business transactions, dealing with insurance or legal claims, and so We can meet Our legal and regulatory responsibilities

Sensitive details

We may need to collect sensitive personal information (such as information about physical or mental health or medical conditions) about You and others named on the insurance Policy and other people involved in a claim. By taking out Our insurance policy or by giving Us Your personal information, including sensitive personal information, You will be agreeing that We, Our agents, other insurers and the other people We describe in this notice may process this information.

How we store the Information

We take great care to keep your personal information safe. Amet Insurance Solutions Ltd and its data operate within the Microsoft Azure Cloud Services platform.

Their computers are housed in secure data centres in the UK with heavily restricted access and numerous levels of security to prevent unauthorised access to those servers including firewalls and passwords.

Microsoft provide comprehensive details on Azure Security and Privacy which can be viewed at www.microsoft.com/en-us/trustcenter/security/azure-security

Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks

We may carry out a number of checks (before issuing a policy, when renewing a policy, or when We receive new information) against the details provided for the purpose of preventing fraud (CRIF Decision Solutions Ltd), money laundering (Sanctions Search) and checking the credit status of You and others (VisionNet). We may share the results of these checks with Your insurer, Liberty Insurance and other companies in the Liberty Mutual Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the police and other law-enforcement agencies, government agencies or regulatory authorities, subject to data protection law and with your consent if required. We may use this information to help Us assess risk and credit and in Our insurance decisions and to meet Our legal and regulatory responsibilities. Other companies in the Liberty Mutual Insurance Group may do the same for similar purposes.

Statistics

We may amend personal information so that You cannot be identified. That information will then not be covered by this notice or data-protection law. We may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how We deliver services, assessing risk, costs and charges.

What details do We share, who with and why?

We may pass information about You and Your claims history to:

- Our agents and service providers and companies in the Liberty Mutual Insurance Group;
- other insurers, either directly or through people acting for Us and them (such as loss adjusters or private investigators, engineers and solicitors);
- any agent acting for You;
- recognised trade, governing and regulatory organisations we belong to or are governed by;

- the police, other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if this is needed by law; and
- any other person, where necessary, to perform any insurance contract with You, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

We share information with the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurers' Bureau (MIB). The aim is to help Us check information provided and also to prevent fraud. Under the conditions of Your Policy, You must tell Us about any incident which could lead to a claim. When You tell Us about an incident, we will pass information about it to the register.

Your Policy details will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the information stored on it may be used by certain government or other authorised organisations including the police, the DVLA and the DVANI, the Insurance Fraud Bureau and other organisations allowed by law for purposes including:

- electronic vehicle licensing;
- continuous insurance enforcement (a scheme introduced by the Department of Transport to reduce uninsured driving);
- law enforcement (preventing and detecting crime and catching and prosecuting offenders); and
- providing government services or other services aimed at reducing the number of people who drive without insurance.

If You are involved in a road-traffic accident (in the UK, the EEA or certain other territories), insurers or the Motor Insurers' Bureau may search the MID to find relevant policy information. Anyone making a claim in connection with a road traffic accident may also get relevant information from the MID. The MID must hold Your correct registration number. If it is incorrectly shown on the MID, You are at risk of having Your vehicle seized by the police. You can check that Your correct registration number details are shown on the MID at www.askmid.com. You can find out more about this from Us or by visiting the website at www.mib.org.uk. We may also transfer Your information to other countries (further details below).

Certain information relating to your insurance policy including, without limitation, the policy number(s), employer(s) names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer(s) reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers (No.4) Instrument 2013. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers' carrying on, or who carried on, business in the UK and who are covered by the Employers' Liability insurance of their employers', (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing Employers' Liability cover during the relevant periods of employment; and
- to identify the relevant Employers' Liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines Employers' Liability insurance cover and any other persons or entities permitted by law.

Where are Your details sent?

We will hold personal information in Our data systems including those owned or managed by Liberty Mutual Insurance Group companies and Our or their agents and other service providers. This information may be stored by cloud (internet storage providers) and may also be transferred outside of the European Economic Area including to Liberty Mutual Insurance Group companies. By using contractual agreements with Our service providers, we make sure that no personal information is transferred outside of the EEA unless that country has an adequate level of protection in relation to processing personal information. By giving Us personal information, You agree to the transfer, storing or processing of the information as outlined above.

Retention and destruction

Amet Insurance Solutions Ltd will retain information based on regulatory and statutory requirements. Data not covered by statutory requirements are assigned retention periods based on Amet's administrative and operational requirements and will not be kept for longer than is necessary for the purposes for which the personal data are processed. Upon expiration of the applicable retention period data shall be deleted and rendered unrecoverable using available practices and technologies.

Contacting You

We may contact You in relation to your policy and contact may be made by a number of communication methods in addition to traditional correspondence, see below.

How we might contact You?

From time to time we may contact You using the information You have provided in any of the following ways:

- By phone
- By post
- By email

Why might We contact You?

- About an enquiry You have made;
- In relation to Your policy or quote;
- To tell You about any important changes;
- To ask for Your feedback or views on the products and services We provide; or
- Where there is another genuine reason for doing so.

Individual Rights

You can ask Us for a copy of the information we hold about You. You can do so by writing to Our Managing Director at vincent.mcivor@ametinsurance.com or to Our information mailbox info@ametinsurance.com. Please allow up to 40 days for Us to send this information to You. You may also ask Us to change or delete any information we hold about You or restrict the processing or object to the processing of the information we hold about You.

Amet Insurance Solutions Limited is authorised and regulated by the Financial Conduct Authority.
Amet Insurance Solutions Limited is registered in Northern Ireland, registration number NI641173 and is a private company limited by shares.
Registered Office: 65-67 Chichester Street, Belfast, Northern Ireland, BT1 4JD.

AISL19MF03